

STANDARD AGREEMENT

STD . 2 (REV. 5-91)

APPROVED BY THE
ATTORNEY GENERAL

CONTRACT NUMBER	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER I.D. NO.	

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE

AGENCY

Department of Conservation

(hereafter called the State), and

CONTRACTOR'S NAME

(hereafter called the Contractor).

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

1. This Grant Agreement specifies the terms and conditions of a Policy Planning Grant, awarded by the California Farmland Conservancy Program pursuant to Public Resources Code Section 10230. This grant has been awarded as a result of an application received in response to the Program's 1998-1999 Request for (Grant) Proposals.

2. The purpose of this Grant Agreement is to provide funding to the Grant Recipient to _____ (describe work to be done) _____, consistent with the Scope of Work, Budget Page, and Implementation Schedule specified in Exhibits A, B and C, respectively, which are incorporated and become part of this Agreement.

3. The term of this Grant Agreement shall be from _____ to _____.

4. The amount of this Grant shall not exceed \$_____.

CONTINUED ON

SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA**CONTRACTOR**

AGENCY

Department of Conservation

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)

BY (AUTHORIZED SIGNATURE)

⇒

BY (AUTHORIZED SIGNATURE)

⇒

PRINTED NAME OF PERSON SIGNING

PRINTED NAME AND TITLE OF PERSON SIGNING

TITLE

ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$

PROGRAM/CATEGORY (CODE AND TITLE)

FUND TITLE

General Fund

DEPARTMENT OF GENERAL SERVICES
USE ONLY

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT

\$

(OPTIONAL USE)

TOTAL AMOUNT ENCUMBERED TO DATE

\$

ITEM

CHAPTER

STATUTE

FISCAL YEAR

OBJECT OF EXPENDITURE (CODE AND TITLE)

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

⇒

DATE



CONTRACTOR



STATE AGENCY



DEPT. OF GEN. SER.



CONTROLLER

STANDARD AGREEMENT

STD.2 (REV.5-91)

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

GRANTEE NAME

GRANT NUMBER

GENERAL TERMS AND CONDITIONS

1. **GRANT MANAGER:** _____ is the Grant Manager and the Department's representative for this contract. (Notwithstanding the use of this standard form, this Agreement documents a Grant, and all references to "Contractor" refer to the recipient of this Grant, also known as the "Grantee".)
_____ is the person to contact for the Grantee. The Grant Manager's responsibilities include monitoring Grant progress, and reviewing and approving the reports and other information delivered to the Department. The Grant Manager does not have the authority to issue technical direction that constitutes an assignment of additional work outside the scope of the Grant Agreement, or causes a change in the total costs of time required for performance of the Grant Agreement.
2. **MODIFICATIONS – CHANGES:** This agreement may be amended upon written mutual agreement. The Grantee must obtain prior written approval from the Grant Manager before making changes to the Grant Agreement. All requests should include a description of the proposed change and the reasons for the change. Such changes include any budget line item revisions, minor task modifications, management staff adjustments, and minor changes in the scope of work. Major changes to the Grant Agreement, including but not limited to increases or decreases to the overall grant amount, scope of work and extension of the grant term, require a formal Grant Amendment.
3. **SUBCONTRACTORS:** The Grantee is entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the Grantee and the Department. All subcontractor(s) specifically identified in the scope of work are considered to be acceptable to the Department. Any change in subcontractor(s) that have been found to be acceptable by the Department shall be subject to either a Grant Amendment or written change order. All contracts between the Grantee and subcontractors shall be subject to approval of the Grant Manager. All subcontractors are governed by and must adhere to all provisions of this Agreement.
4. **SUBCONTRACTOR WORK:** It is understood and agreed that the Grantee and each subcontractor shall comprise the "grantee team." The Grantee shall function as the Prime Grantee (hereafter referred to as Grantee) of this project and shall manage the performance of the project and shall manage the performance of the technical/expert subcontractors. All references to the "Grantee" herein refer to the Prime Grantee unless otherwise noted.

The Grantee, its subcontractors and its employees shall be responsible in the performance of the Grantee's work under this grant in exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet the foregoing standards, or otherwise defective services that causes redundancy shall be borne by the Grantee and not the Department.

5. **COMPETITIVE BID REQUIREMENTS:** In the event that a subcontractor providing services is changed or added to those identified as subcontractors in the Grant proposal, the Grantee shall purchase services from the lowest responsible bidder demonstrating the requisite expertise and experience, or pay the difference between the low bid and the one selected. If a Grantee changes or adds a subcontractor supplying goods or materials, the Grantee shall purchase the goods or materials from the lowest responsible bidder, or pay the difference between the low bid and the one selected. Grantees shall document the competitive selection from at least three bids for services subject to this condition. The documentation must be retained by the Grantee and made available for review by DLRP or an auditor upon request. This condition may be waived upon Grantee certification that due to the unique nature of the service a sole source purchase is justified.

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6. PUBLICITY AND ACKNOWLEDGMENT: The Grantee agrees that it will acknowledge the California Department of Conservation's support whenever projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material.
7. COPIES OF DATA, PLANS AND SPECIFICATIONS: The Department shall be provided with copies of all data, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, and recommendations of every description or any part thereof, prepared under this Grant Agreement.

The Department shall have the full right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the Grantee, its vendors or subcontractors to additional compensation.

8. AUDIT: Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting Documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
9. DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute concerning a question of fact arising under the terms of this agreement that is not disposed of within a reasonable period of time (ten days) by the Grantee and Grant Manager shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution (PCC Section 22200 and California Code of Regulations (CCR), Title 1 Section 300 et seq.)
10. DISCRETIONARY TERMINATION OR ASSIGNMENT: The Department has the right to terminate this agreement at its sole discretion at any time upon thirty (30) days written notice to the Grantee. In the case of early termination, a final payment will be made to the Grantee upon receipt of a financial report and invoices covering costs incurred to termination, and a written report describing all work performed by the Grantee to date of termination.
11. RECYCLING CERTIFICATION: The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Grant Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Grantee may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
12. NONDISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical

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disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

13. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in Document CCC199 are hereby incorporated by reference and made a part of this Grant Agreement by this reference as if attached hereto.
14. TRAVEL: Travel and subsistence payments shall be paid as needed to execute the work. Travel and subsistence payment rates are defined in the applicable bargaining agreements filed in accordance with Department of Personnel Administration Rules and Regulations. The Grant Manager will provide these rates to the Grantee no later than the time of Grant approval.
15. GOVERNING LAW: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
16. YEAR 2000 COMPLIANCE: The Grantee warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Grant Agreement are "Year 2000 compliant." For purposes of this contract, a good or services is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Grantee.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
18. GENERAL COMPLIANCE: The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of the Grant Agreement.

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GRANTEE NAME

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19. CONDITIONS OF REQUEST FOR PROPOSALS: The 1998-99 Request for Proposals is hereby incorporated into this Grant Agreement by reference and made a part of the Grant Agreement by this reference as if attached hereto.

Special Conditions.

This is not a complete list of all possible special conditions. The Department reserves the right to place special terms and conditions on the Grantee that may vary with each project receiving funds during the term of the grant agreement.

- A. Site Visits: The Department or DLRP may conduct periodic site visits, at its own expense, to monitor progress during the Grant term. Also, interim verbal or written progress reports may be required to supplement the more formal status reports. Additional copies or special due dates for any written materials may be specified.
- B. Payment: Payments shall be made to Grantee no more than once every thirty (30) calendar days in arrears for actual costs accrued while performing only those services as specified in the scope of work exhibit of this agreement, and upon evidence of satisfactory progress and approval by the Grant Manager. Such evidence shall consist of written progress reports and receipt of any deliverables as required by the grant. Pursuant to Section 1258 of the State Administrative Manual, ten percent (10%) of each progress payment will be withheld pending acceptance of the Final Report. The remaining balance due will be paid upon completion of the entire Grant Agreement and the acceptance of the Final Report.

Only those items identified in the Budget are eligible for reimbursement. Any changes to the Budget must be approved by the Grant Manager before an expenditure for that item is made.

- C. Advance Payments: Advance payments may be made only when special circumstances dictate and should not be considered the normal course of business. A request for an advance must be submitted in writing to the grant manager. The request must specify the extraordinary circumstances necessitating the request. If an advance is made, amounts claimed on each invoice beginning with the first invoice will be offset against the amount of the advance until the advance is repaid.
- D. Invoicing: An invoice must be submitted with an **original and two additional copies** on official letterhead listing the grant and invoice number. The original invoice must have an original signature. Three copies of supporting documentation (receipts, canceled checks, etc.) must be submitted. Original supporting documentation is not required and should be retained by the Grantee. Invoices are to be sequentially numbered. Additional guidelines will be provided by the Grant Manager.

An invoice must be signed by the person who signed the grant or his/her designee. In order for the Department to accept a designee's signature, an authorization letter or comparable document must be on file with the Department, stating the designee's right to sign invoices in lieu of the original Grantee's signature. If there is a question as to the authority of the signer that cannot be resolved to the satisfaction of the State, the invoice will not be honored.

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A proof of purchase receipt or canceled check must be submitted for each item requested to be reimbursed. These items must contain sufficient information to establish that the specific purchase was made.

Each invoice is subject to approval by the Grant Manager, Department Management, and audit by the Department's Accounting Office. If an invoice is questioned, the Grant Manager shall contact the Grantee within fifteen (15) working days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.

Mail an original and two (2) copies of payment requests with three copies of all supporting documentation to the following address:

Department of Conservation
Attention: _____
Division of Land Resource Protection
801 K Street, MS 13-71
Sacramento, CA 95814

- E. Matching Funds: Funds provided by the Grantee as the required match of grant funds are to be tracked within the invoices as they are expended. A cumulative accounting of all matching funds shall be provided at the end of the Grant Agreement term.
- F. Progress Reports: The Grantee shall submit to the Grant Manager progress reports as defined in the scope of work. Progress reports may also be referred to as "status reports".
- G. Final Report: The Grantee shall submit a final narrative management report as defined in the scope of work on or before the date listed in the implementation schedule.

The State reserves the right to use and reproduce all reports and data produced and delivered pursuant to this agreement, and reserves the right to authorize others to use or reproduce such materials.

Failure to comply with the reporting requirements specified above may result in termination of this agreement or suspension of any or all outstanding payment requests until such a time as the Grantee has satisfactorily completed the reporting provisions.

- H. Accounting Records: The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure detail in accordance with the approved budget detail. Separate bank accounts are not required.

The Grantee shall maintain financial records in accordance with generally accepted accounting principles, of expenditures incurred during the course of the project including matching funds that may be required. Such records shall be readily available for inspection by the Department or its Auditor.

Subcontractor(s) employed by the Grantee and paid with moneys under the terms of this Grant Agreement, shall be responsible for maintaining accounting records as specified in the above paragraph.

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I. Insurance: The Grantee shall obtain and keep in force for the term of this Grant Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies that cover any acts or omissions of the Grantee, or its employees engaged in the provision of service specified in this Grant Agreement:

- 1) Worker's Compensation Insurance in accordance with the statutory requirement of the State of California. (Section 3700 of the Labor Code)
- 2) Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- 3) Automobile liability in the amount of \$1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.

The Grantee shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of grant signature.

The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The Grantee shall notify the Department prior to any insurance policy cancellation or substantial change of policy.

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GRANTEE NAME

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SCOPE OF WORK

Exhibit A

Project Title:

Project Term:

The above-named project is to be completed as a result of the award of this Grant, and shall be conducted in accordance with the following parameters:

- 1.
- 2.
- 3.
- 4.....

Department of Conservation – Division of Land Resource Protection

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Materials and Publicity. All materials designed under this grant agreement must be reviewed and approved by the Grant Manager prior to reproduction and/or distribution. This will include, but not be limited to, press releases, flyers, and evaluation forms. Final copies of all materials will be submitted with the progress reports.

All materials designed, reproduced, and/or distributed under this grant agreement must contain a statement acknowledging funding by the California Department of Conservation.

The Grantee will ensure that funding received for this project through this Grant Agreement will be acknowledged in any resulting publicity.

Progress Reports. Progress reports shall be submitted to the Grant Manager quarterly or with each invoice (whichever is more frequent) as detailed in the implementation schedule.

Each progress report shall include, but not be limited to:

- a. a summary of work completed during reporting period;
- b. pertinent reports or interim findings, including a statement of tasks or milestones and a report of the status on each;
- c. a discussion of any challenges or opportunities encountered in accomplishing the scope of work;
- d. an assessment of the progress as compared to timeline in the Implementation Schedule;
- e. a narrative financial report comparing costs to date and the approved scope of work and budget. This report should state whether or not the project is progressing within the approved budget, including an explanation of any potential deviations;
- f. copies of materials produced under the terms of this grant; and
- g. Project photographs. **NOTE: Where applicable, Grantee will provide project photos showing pre-implementation, implementation and completion phases.**

If an invoice is not being submitted for any one quarter, a progress report will still be required from the Grantee.

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GRANTEE NAME

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Final Report: The Grantee shall submit a management report on or before the date listed in the implementation schedule.

This report will include, but not be limited to:

- a. A brief summary of the organization, the objectives of the project and how these objectives were accomplished;
- b. A discussion of the amount awarded and how the funds were used;
- c. A discussion of any problems and/or concerns that may have arisen during the course of this project, and the corrective actions taken;
- d. Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from successful completion of the project;
- e. A statement, if applicable, of future intent of public and/or private support to maintain or further develop the project;
- f. A summary of project successes.
- g. Copies of all news articles and any other media coverage, as well as all promotional and educational materials produced as a result of this grant agreement;
- h. A request for final payment should be submitted in conjunction with, but not as a portion of, the final report.

***ANY CHANGES TO THE SCOPE OF WORK MUST HAVE PRIOR APPROVAL
BY THE GRANT MANAGER***

Department of Conservation – Division of Land Resource Protection

GRANTEE NAME

GRANT NUMBER

BUDGET

Exhibit B

Project Title:

Project Term:

	CFCP	Grantee Match
Personnel*		
Subtotal		
Operating Expenses		
Subtotal		
Miscellaneous		
Subtotal		
GRAND TOTAL	\$	\$

*All personnel rates are fully burdened rates, which include wages and overhead costs (office space, computers, etc.).

ANY CHANGES TO THE BUDGET MUST HAVE PRIOR APPROVAL BY THE GRANT MANAGER

Department of Conservation – Division of Land Resource Protection

GRANTEE NAME

GRANT NUMBER

IMPLEMENTATION SCHEDULE

Exhibit C

Project Title:

Project Term:

TASK	TERM
Grant start date	
Termination date of Grant	

ANY CHANGES TO THE IMPLEMENTATION SCHEDULE MUST HAVE PRIOR APPROVAL BY THE GRANT MANAGER